

PURCHASE AND SALE AGREEMENT

This Purchase Agreement (this “Agreement”) is made and entered into by and between the **Pflugerville Community Development Corporation**, a non-profit Texas economic development corporation (“Purchaser”), and **Robert and Sally Nicholas** (collectively “Seller”), hereafter collectively referred to as the “Parties,” upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

INTRODUCTION

A. Seller is the current owner thereof the real property being a 52.686 acre tract of land located in the E. Kirkland Survey No. 7, Abstract No. 458, Travis County, Texas, and as recorded in Travis County Deed Records in Volume 11418, Page 1139, as described in Exhibit “A” (“Property”).

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I. PURCHASE AND SALE OF REAL PROPERTY

Sale and Purchase. Subject to the terms and provisions of this Agreement, Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase from Seller the Property, as described in Exhibit “A”. Seller agrees to sell and convey all rights, easements, and appurtenances pertaining to the Land, including any right, title, and interest of Seller.

The term “Effective Date” or “effective date of this Agreement” as used herein shall mean the date the Title Company receives the Earnest Money.

II. CONSIDERATION

Purchase Price. The Purchase Price for the Property shall be Twenty-Four Million Five Hundred Thousand and no/100th Dollars (\$24,500,000.00) (the “Purchase Price”).

Earnest Money and Consideration. Purchaser, within three (3) business days after the Effective Date of this Agreement, shall deposit with Stewart Title located at 901 South Mopac Expressway, Building III, Suite 100, Austin, Texas 78746 (the “Title Company”) an earnest money deposit in the sum of \$100,000 in immediately certifiable funds (“the “Earnest Money”). Upon receipt of said sum, the Title Company shall immediately pay to Seller the sum of \$10,000 for the right of Purchaser to inspect the Property during the Feasibility Period (the “Independent Consideration”). The Independent Consideration shall not be refundable to Purchaser in the event Purchaser terminates this Agreement during the Feasibility Period, but shall be applied to and considered part of the Purchase Price at Closing. In the event Purchaser fails to timely deposit the Earnest Money, Seller may at any time terminate this Agreement. The Title Company may deposit the Earnest Money in an insured, interest-bearing account. Except as otherwise provided for herein, the Earnest Money and all interest accrued therein shall be applied to the Purchase Price at Closing. If Purchaser

does not elect to terminate this Agreement, then, upon the expiration of the Feasibility Period (as defined herein), the Earnest Money shall become nonrefundable except in the case of Seller's failure to comply with this Agreement.

Feasibility Period. Purchaser shall have a 90-day feasibility period ("Feasibility Period"), starting at the Effective Date that may be extended for a period not to exceed 15 days, if mutually agreed upon by the Parties. During the Feasibility Period, Purchaser shall be granted right of entry to the Property for survey work, site assessment, environmental analysis and inspections (including invasive environmental testing such as with a Phase II Environmental Assessment), and other site assessments. Purchaser shall ensure that all doors and gates will be left in their original condition after any inspections occur. Seller agrees to grant the Purchaser permission to submit zoning applications for review to the City of Pflugerville, but the sale of the property shall not be contingent on any items listed. Purchaser will notify Seller, in advance, when any engineers or other inspectors will be on the Property, will abide by any reasonable entry rules or requirements that Seller may require and will restore the Property to as close as feasible to its original condition if altered due to any such inspections, studies or assessments that Purchaser completes or causes to be completed. Except for those matters that arise from the negligence of Seller or Seller's agents or employees, Purchaser is responsible for any claim, liability, encumbrance, cause of action, and expense caused by Purchaser's inspections, studies or assessments, including any property damage or personal injury (provided that Purchaser shall not be liable for the mere discovery of any matters or conditions affecting the Property). Purchaser will hold harmless and defend Seller against any claim involving a matter for which Purchaser is responsible under this paragraph. The terms of this paragraph will survive the termination of this Agreement. Purchaser may terminate this Agreement for any reason or no reason at all prior to the expiration of the Feasibility Period by providing Seller written notice of termination prior to the expiration of the Feasibility Period. If Purchaser does not terminate this Agreement prior to the expiration of the Feasibility Period, Purchaser shall be deemed to have accepted the Property in its current condition, the Earnest Money shall become non-refundable in all respects (except in the event of a default by Seller) and this Agreement shall remain in full force and effect.

Existing Due Diligence. Seller agrees to provide to Purchaser the following information to the extent the Seller already has in their possession or control and to the extent such information is in existence as soon as practicable after the Effective Date herof, but in any event within fifteen (15) days after the Effective Date:

- i. Environmental, soil, inspection, engineering, and other reports prepared with respect to the Property in Seller's physical possession or control;
- ii. Any existing surveys of the Property, to the extent in Seller's possession or control;
- iii. Copies of any and all notices of potential litigation, or written notices from any governmental or quasi-governmental body or official; and
- iv. Copies of ad valorem tax statements covering the Property.

III. TITLE

Title Commitment. Within ten (10) days after the Effective Date, Title Company shall cause to be furnished to Purchaser a current Texas form title commitment (the "Initial Commitment") regarding the Property and in which the Title Company agrees to issue to or for Purchaser at Closing an owner's policy of title insurance ("Owner's Title Policy") in the amount of the Purchase Price on the standard form therefor promulgated by the State Board of Insurance of Texas insuring Purchaser's fee simple title to the Property to be good and indefeasible subject to the terms of such policy and the Schedule B exceptions, together with legible copies of all documents, if any, shown as Schedule B and Schedule C exceptions (the "Exception Documents").

Purchaser shall have thirty (30) days (the "**Review Period**") after Purchaser's receipt of the later of the Survey, Title Commitment and Title Documents to review same and to deliver in writing to Seller such objections as Purchaser may have to anything contained in them (the "**Objection Notice**"). In the event Purchaser delivers any objections to Schedule B and C to the title commitment, or otherwise provides that any of the Survey, Title Commitment, Title Documents or any item therein contained, is not satisfactory, Purchaser may either: (a) terminate this Contract without further obligation; or (b) conditionally accept title subject to Seller's removal of any matters contained in such Objection Notice within fifteen (15) days from receipt of such Objection Notice (the "**Title Cure Period**"), in which case Seller may elect, at its sole option, to use commercially reasonable efforts to remove or insure over such objectionable matters, but shall have no duty or obligation to remove or insure over any of such objectionable matters, other than monetary liens and matters listed on Schedule C of the Title Commitment, which Seller shall be obligated to pay, cure or remove by Closing. If Seller cannot remove or insure over such matters before the expiration of the Title Cure Period, or if Seller elects not to remove or insure over any of Purchaser's objections, then at Purchaser's election within ten (10) days following the expiration of the Title Cure Period, Purchaser may terminate this Contract without further obligation, unless such time period is extended by written agreement of the Parties.

IV. CONDITIONS OF SALE

Conditions of Sale. Purchaser and Seller agree that the following conditions apply to the sale of the Property.

Lease Agreement. The Purchaser agrees to lease back the Property to the Seller for Ten Dollars (\$10.00) for a time period not to exceed 12 months from the closing date when the Purchaser takes possession of the Property ("Leaseback Period"). During the Leaseback Period, Seller agrees to allow the Purchaser full access to the Property, and Purchaser agrees to provide a minimum of 48 hours notice to the Seller if access is needed to the Property. The Seller shall notify the Purchaser a minimum of 15 days before they wish to vacate the property and terminate the lease agreement. At no time shall the Purchaser require access to the single-family home until the Seller has vacated the Property after the Leaseback Period.

Residential Structure. Purchaser agrees to allow the Seller to remove any items, fixtures,

cabinets, or other items as agreed mutually by the Parties from the existing single-family structure, called out as one story brick and wood frame house in Exhibit A, on the Property and shall not require the Seller to make repairs to the structure following said removal. Such removals shall take place during the Leaseback Period.

Personal property. Purchaser agrees to allow the Seller to remove all personal property from the site, including but not limited to farming equipment, cattle, or other items that may be agreed mutually by the Parties. Such removals shall take place during the Leaseback Period.

V. CLOSING

Closing Date. The Parties shall close on this transaction at the Title Company on or before thirty (30) days following the expiration of the Feasibility Period. Should the Parties agree, the Closing Date can occur at any mutually agreed upon date, including during the Feasibility Period, if so desired. At no point shall the closing occur prior to January 10, 2025.

Seller's Closing Matters. At the Closing, Seller shall do the following:

- (a) Execute, acknowledge and deliver to Purchaser a Special Warranty Deed conveying the Property to Purchaser, the form of which shall be substantially in conformance with Exhibit "B" attached hereto;
- (b) Cause the Owner's Title Policy to be issued to or for Purchaser in the form set forth in this Agreement;
- (c) Deliver to Purchaser tax certificates from all taxing authorities having jurisdiction over the Property showing no delinquent taxes relating to the Property;
- (d) Deliver to Purchaser or the Title Company such evidence of authority to close this Agreement as Purchaser and the Title Company reasonably request;
- (e) Deliver possession of the Property to Purchaser free and clear of any parties in possession, except for those matters which are listed as Conditions of Sale; and
- (f) Execute and/or deliver any and all other items contemplated by the terms of this Agreement or reasonably required by Purchaser or its counsel or by the Title Company.
- (g) Seller shall pay for Brokerage Commissions for broker working on behalf of the seller, if any.

Purchaser's Closing Matters. At the Closing, Purchaser shall do the following:

- (a) Deliver the Purchase Price in accordance with this Agreement;
- (b) Deliver such evidence of authority to close this Agreement as Seller or the Title Company reasonably request; and
- (c) Execute and/or deliver any and all other items contemplated by this Agreement or reasonably required by Seller or its counsel or by the Title Company.
- (d) Purchaser shall pay for Brokerage Commissions for broker working on behalf of the purchaser, if any.

Closing Costs. At Closing, closing costs shall be allocated as follows: (a) to Seller; ½ of the base premium for the Owner's Title Policy; all charges for Seller's own attorneys' fees or broker fees; and ½ any escrow fee charged by the Title Company; and (b) to Purchaser, ½ of the base premium for the Owner's Title Policy, the premium or charges for any endorsements or deletions in the Owner's Title Policy requested by Purchaser; total cost of the recording fees and the instruments of conveyance contemplated by this Agreement; Purchaser's own attorneys' fees or broker fees, as applicable; and ½ any escrow fee charged by the Title Company. Except as otherwise expressly provided herein, all other closing costs not allocated to a party pursuant to the terms of this Agreement shall be paid by the party incurring same. The provisions of this Section shall survive the Closing.

Prorations. Ad valorem taxes shall be prorated as of the Closing, based upon actual days involved. Purchaser shall be responsible for all ad valorem taxes for any period prior to the Closing. Purchaser shall receive credit on the amount of the cash payments to be made by Purchaser pursuant hereto for the prorated amount thereof chargeable to Seller. In connection with the proration of ad valorem taxes, if actual tax figures for the year of closing are not available at the Closing, an estimated, tentative proration of taxes shall be made using tax figures from the preceding year; however, when actual taxes for the year of Closing are available, a corrected proration of taxes shall be made.

Rollback Taxes. If there is any rollback tax liability for the Property assessed after Closing, the Seller will not be responsible for those taxes. However, if there is any rollback tax liability for the Property for any period of time prior to the Closing Date that is triggered by the actions of the Seller prior to the Closing Date, the Seller will assume the responsibility for those taxes. As an entity exempt from such taxes, Purchaser does not hereby waive any exemption or other exception it, or the Property, may have from rollback taxes pursuant to Texas Tax Code §23.55(f) or other applicable law. The provisions of this Section shall survive the Closing.

Possession. Except as described herein possession of the Property shall be delivered to Purchaser upon Closing, free and clear of all liens, claims and encumbrances other than the Conditions of Sale.

Seller's Covenants. Seller agrees that during the period from the date hereof through the Closing Date Seller (a) will advise Purchaser promptly of any litigation or any arbitration proceeding or any administrative hearing (including condemnation) before any governmental agency which concerns or affects the Property in any manner and which is instituted after the Effective Date, and (b) will not encumber or permit encumbrance of the Property in any manner. Additionally, prior to Closing, Seller will notify Purchaser of any notice received by Seller of any material change in or to the condition of the Property.

Seller's Warranties and Representations. Seller warrants and represents as of the Effective Date that:

- (a) Seller is sole owner of the Property and that no other entities nor person is required to join Seller in the contract or conveyance of the Property;
- (b) There are no actions pending or threatened which would limit, change or

deny access, ingress or egress to the Property;

(c) Seller has no notice of any threatened or pending proceeding which would affect the Property;

(d) The Property has never been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Texas Health and Safety Code; but otherwise Seller will sell the Property "AS IS, WHERE IS, WITH ALL FAULTS" and Seller makes no warranties express or implied regarding fitness of the Property for a particular use or purpose;

(e) Seller has and will convey to Purchaser at Closing, good, indefeasible fee simple title to the Property, free and clear of all conditions, exceptions or reservations;

(f) There are no parties claiming adverse possession of the Property. Seller is the only party in possession of the Property, and there are no outstanding written or oral leases or agreements relating to the use or possession of the Property;

(g) Seller has no knowledge of the existence of any special assessments of any kind presently pending against the Property and Seller has not received written notice of any special assessments being contemplated;

(h) There are no pending or threatened condemnation proceedings affecting the Property and no litigation or threatened litigation affecting Seller or the Property which could constitute a lien, claim or encumbrance against the Property or which could prevent Seller from performing its obligations under this Agreement; and

(i) The Property complies or will by Closing comply with all applicable laws and ordinances, and the present maintenance, operation, and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, order or regulation presently in existence, or any governmental permit for the Property.

Purchaser's Warranties and Representations. Purchaser warrants and represents as of the Effective Date that Purchaser has full authority to execute this Agreement, without the joinder or approval of any other person or entity and that at Closing, Purchaser will likewise have full authority to execute any and all Closing documents or agreements as described herein without the approval or joinder of any other person or entity. Purchaser warrants that it is authorized to transact business in the State of Texas.

6. MISCELLANEOUS

- (a) Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received.

For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Purchaser: Pflugerville Community Development Corporation
Attn: Terri Toledo
100 East Main Street
Pflugerville, Texas 78660

Seller: Robert and Sally Nicholas
P.O. Box 1508
Pflugerville, Texas 78691

- (b) Severability Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- (c) Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.
- (d) Entire Agreement. With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- (e) Exhibits and Counterparts. All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This

Agreement will become effective only when one or more counterparts bear the signatures of all the parties.

- (f) **Representations and Warranties by Seller.** Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit “A”**, that said Property is free of any liens or other encumbrances that would prevent this sale, and that Seller meets all requirements to contract with the City of Pflugerville and the Pflugerville Community Development Corporation as provided by Chapter 38 of the City’s Code of Ordinances.
- (g) **Eligibility Certification.** Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- (h) **Payment of Debt or Delinquency to the State or Political Subdivision of the State.** Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the Pflugerville Community Development Corporation, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- (i) **Texas Family Code Child Support Certification.** Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- (j) **Time.** Time is of the essence in all things pertaining to the performance of this Agreement.
- (k) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- (l) The offer contained in this Agreement shall automatically expire within two (2) calendar days from the date of execution by the first Party if the other Party has not executed and delivered the same to the first Party.
- (m) Seller intends to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended.

1031 Exchanges. Either party (such party, the “Exchanging Party”) may consummate the transaction contemplated in this Agreement as part of a so-called like kind exchange (the “Exchange”) pursuant to §1031 of the Internal Revenue

Code, provided that: (i) the other, non-exchanging party (such party, the “Non-Exchanging Party”) shall be provided no less than ten (10) days prior written notice of such Exchange and the Closing shall not be delayed or affected by reason of the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the Exchanging Party’s obligations under this Agreement; (ii) the Exchanging Party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (iii) the Non- Exchanging Party shall not be required to take an assignment of this Agreement for the relinquished property or be required to acquire or hold title to any real property (other than the Property) for purposes of consummating the Exchange; and (iv) the Exchanging Party shall pay all costs (including legal fees, escrow costs, brokerage commissions, title charges, survey costs, recording costs and other charges) incurred with respect to the Exchange. The Non-Exchanging Party shall not by this agreement or acquiescence to the Exchange (1) have its rights under this Agreement affected or diminished in any manner, (2) be responsible for compliance with or be deemed to have warranted to the Exchanging Party that the Exchange in fact complies with §1031of the Code, (3) have any responsibility or liability to any third party involved in the Exchange, or (4) be required to make any representations or warranties, assume any obligations, spend any sum, or incur any personal liability whatsoever in connection with the Exchange. For the avoidance of doubt, all representations, warranties, covenants and indemnification obligations of the Exchanging Party set forth in this Agreement shall not be affected or limited by the Exchanging Party’s use of an exchange accommodator and shall survive the Exchange and shall continue to inure directly from the Exchanging Party for the benefit of the Non-Exchanging Party. In other words, Exchanging Party shall not be released from any obligations or liability under this Agreement.

(n) This Agreement is subject to the approval of the City Council of the City of Pflugerville.

EXECUTED this the 14th day of September 2024.

SELLER:

Robert Nicholas

Signed by:
By: Robert T. Nicholas
49A07CB53F1148C...

Sally Nicholas

Signed by:
By: Sally Nicholas
49A07CB53F1148C...

EXECUTED this the 13 day of September 2024.

PURCHASER:

**PFLUGERVILLE COMMUNITY
DEVELOPMENT CORPORATION,**
a non-profit corporation

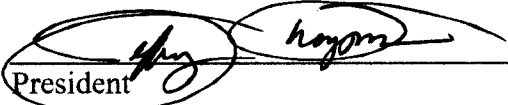
By: 
President

Exhibit "A" The Property

Legal Description:

A DESCRIPTION OF A 52.686 ACRE TRACT OF LAND, LOCATED IN THE E. KIRKLAND SURVEY No. 7, ABSTRACT No. 458, OF TRAVIS COUNTY, TEXAS. SAID 52.686 ACRE TRACT, BEING A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 58.06 ACRES OF LAND (TRACT 1) IN A SPECIAL WARRANTY DEED, RECORDED APRIL 18, 1991, FROM RESOLUTION TRUST CORPORATION TO ROBERT THOMAS NICHOLAS AND SALLY NICHOLAS, OF RECORD IN VOLUME 11418, PAGE 1139, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 23.442 ACRES OF LAND IN A SPECIAL WARRANTY DEED, RECORDED APRIL 21, 2006, FROM ROBERT THOMAS NICHOLAS AND SALLY NICHOLAS TO THE CITY OF PFLUGERVILLE, TEXAS, OF RECORD AS DOCUMENT No. 2006072986, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 7.0 ACRES OF LAND (TRACT 2) IN SAID VOLUME 11418, PAGE 1139, AND BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 11.00 ACRES OF LAND (TRACT 3) IN SAID VOLUME 11418, PAGE 1139. SAID 52.686 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SURVEY, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at ½ inch iron rod (GRID Coordinates, N: 10,133,113.63 E: 3,164,324.92) found to monument the southeast corner of said 11.00 acre tract, the northeast corner of that certain tract or parcel of land described as containing 47.734 acres of land in a Special Warranty Deed, recorded May 20, 2021, from Lakeside Meadows, LLC to Gehan Homes, LTD., of record as Document No. 2021113271, Official Public Records, Travis County, Texas, and the west line of that certain tract or parcel of land described as containing 320.043 acres of land in a Special Warranty Deed with Vendor's Lien, from Cactus Commercial South, LP, and Cactus Commercial, LP to Lakeside Meadows, LLC, of record as Document No. 2021093698, Official Public Records, Travis County, Texas;

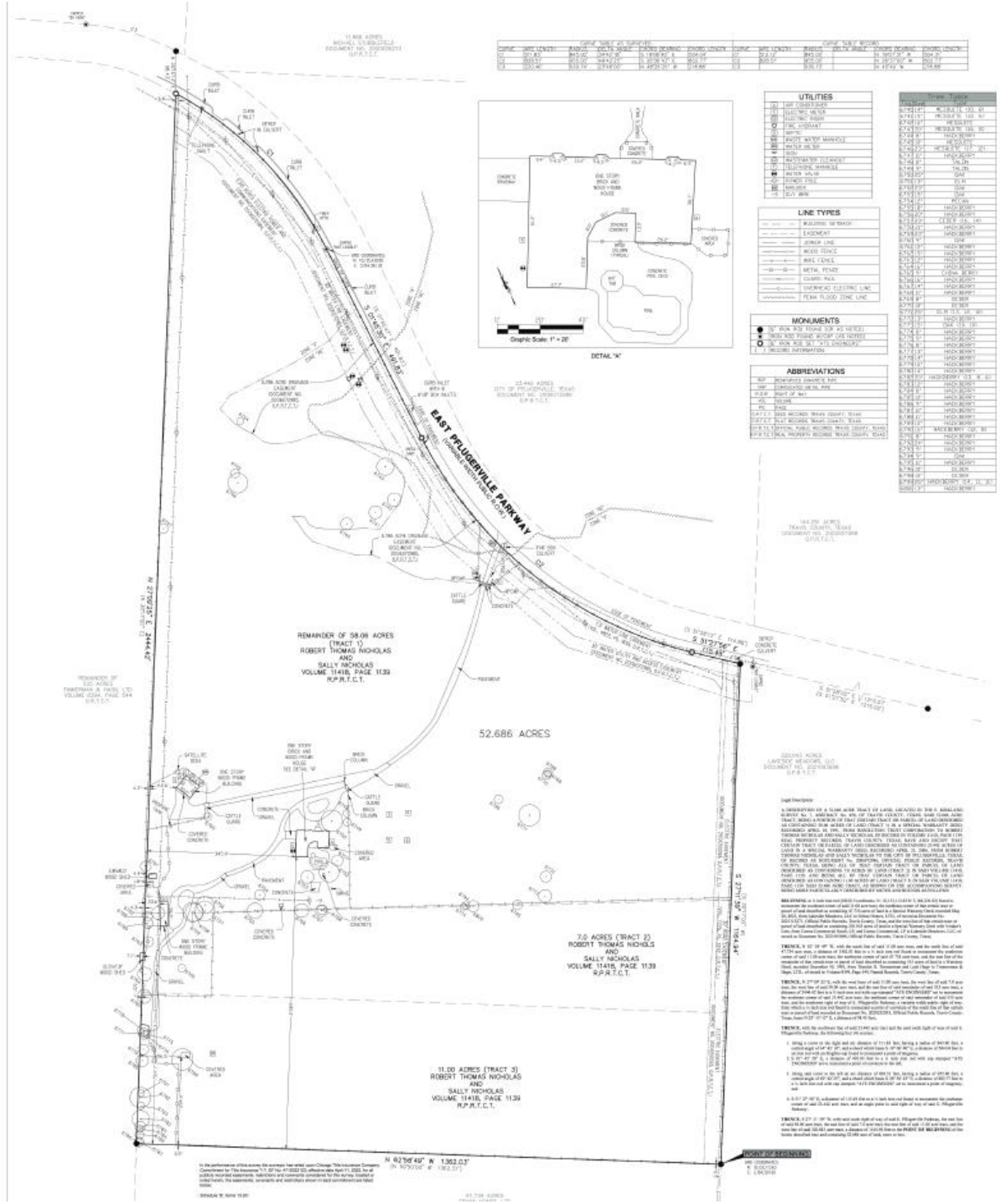
THENCE, N 62° 58' 49" W, with the south line of said 11.00 acre tract, and the north line of said 47.734 acre tract, a distance of 1362.03 feet to a ½ inch iron rod found to monument the southwest corner of said 11.00 acre tract, the northwest corner of said 47.734 acre tract, and the east line of the remainder of that certain tract or parcel of land described as containing 535 acres of land in a Warranty Deed, recorded December 30, 1983, from Theodor R. Timmerman and Leah Hagn to Timmerman & Hagn, LTD., of record in Volume 8394, Page 544, Named Records, Travis County, Texas;

THENCE, N 27° 09' 25" E, with the west lines of said 11.00 acre tract, the west line of said 7.0 acre tract, the west line of said 58.06 acre tract, and the east line of said remainder of said 535 acre tract, a distance of 2444.42 feet to a ½ inch iron rod with cap stamped "ATS ENGINEERS" set to monument the southeast corner of said 23.442 acre tract, the northeast corner of said remainder of said 535 acre tract, and the southwest right of way of E. Pflugerville Parkway, a variable width public right of way, from which a ½ inch iron rod found to monument a point of curvature of the south line of that certain tract or parcel of land recorded as Document No. 2020232033, Official Public Records, Travis County, Texas, bears N 25° 15' 13" E, a distance of 98.43 feet;

THENCE, with the southwest line of said 23.442 acre tract and the said south right of way of said E. Pflugerville Parkway, the following four (4) courses:

1. Along a curve to the right and arc distance of 511.83 feet, having a radius of 845.00 feet, a central angle of 34° 42' 18", and a chord which bears S 19° 06' 40" E, a distance of 504.04 feet to an iron rod with an illegible cap found to monument a point of tangency,
2. S 01° 45' 30" E, a distance of 491.83 feet to a ½ inch iron rod with cap stamped "ATS ENGINEERS" set to monument a point of curvature to the left,
3. Along said curve to the left an arc distance of 828.51 feet, having a radius of 955.00 feet, a central angle of 49° 42' 25", and a chord which bears S 26° 36' 43" E, a distance of 802.77 feet to a ½ inch iron rod with cap stamped "ATS ENGINEERS" set to monument a point of tangency, and
4. S 51° 27' 56" E, a distance of 115.49 feet to a ½ inch iron rod found to monument the southeast corner of said 23.442 acre tract, and an angle point in said right of way of said E. Pflugerville Parkway;

THENCE, S 27° 11' 39" W, with said south right of way of said E. Pflugerville Parkway, the east line of said 58.06 acre tract, the east line of said 7.0 acre tract, the east line of said 11.00 acre tract, and the west line of said 320.043 acre tract, a distance of 1164.94 feet to the **POINT OF BEGINNING** of the herein described tract and containing 52.686 acre of land, more or less.



LINE NO.	TYPE	DESCRIPTION	DATE	BY	SCALE
1	UTILITY	110KV	2010	JL	1"=100'
2	UTILITY	33KV	2010	JL	1"=100'
3	UTILITY	15KV	2010	JL	1"=100'
4	UTILITY	10KV	2010	JL	1"=100'
5	UTILITY	5KV	2010	JL	1"=100'
6	UTILITY	3KV	2010	JL	1"=100'
7	UTILITY	2KV	2010	JL	1"=100'
8	UTILITY	1KV	2010	JL	1"=100'
9	UTILITY	0.5KV	2010	JL	1"=100'
10	UTILITY	0.2KV	2010	JL	1"=100'
11	UTILITY	0.1KV	2010	JL	1"=100'
12	UTILITY	0.05KV	2010	JL	1"=100'
13	UTILITY	0.02KV	2010	JL	1"=100'
14	UTILITY	0.01KV	2010	JL	1"=100'
15	UTILITY	0.005KV	2010	JL	1"=100'
16	UTILITY	0.002KV	2010	JL	1"=100'
17	UTILITY	0.001KV	2010	JL	1"=100'
18	UTILITY	0.0005KV	2010	JL	1"=100'
19	UTILITY	0.0002KV	2010	JL	1"=100'
20	UTILITY	0.0001KV	2010	JL	1"=100'

LINE NO.	TYPE	DESCRIPTION
1	UTILITY	110KV
2	UTILITY	33KV
3	UTILITY	15KV
4	UTILITY	10KV
5	UTILITY	5KV
6	UTILITY	3KV
7	UTILITY	2KV
8	UTILITY	1KV
9	UTILITY	0.5KV
10	UTILITY	0.2KV
11	UTILITY	0.1KV
12	UTILITY	0.05KV
13	UTILITY	0.02KV
14	UTILITY	0.01KV
15	UTILITY	0.005KV
16	UTILITY	0.002KV
17	UTILITY	0.001KV
18	UTILITY	0.0005KV
19	UTILITY	0.0002KV
20	UTILITY	0.0001KV

LINE NO.	TYPE	DESCRIPTION
1	UTILITY	110KV
2	UTILITY	33KV
3	UTILITY	15KV
4	UTILITY	10KV
5	UTILITY	5KV
6	UTILITY	3KV
7	UTILITY	2KV
8	UTILITY	1KV
9	UTILITY	0.5KV
10	UTILITY	0.2KV
11	UTILITY	0.1KV
12	UTILITY	0.05KV
13	UTILITY	0.02KV
14	UTILITY	0.01KV
15	UTILITY	0.005KV
16	UTILITY	0.002KV
17	UTILITY	0.001KV
18	UTILITY	0.0005KV
19	UTILITY	0.0002KV
20	UTILITY	0.0001KV

LINE NO.	TYPE	DESCRIPTION
1	UTILITY	110KV
2	UTILITY	33KV
3	UTILITY	15KV
4	UTILITY	10KV
5	UTILITY	5KV
6	UTILITY	3KV
7	UTILITY	2KV
8	UTILITY	1KV
9	UTILITY	0.5KV
10	UTILITY	0.2KV
11	UTILITY	0.1KV
12	UTILITY	0.05KV
13	UTILITY	0.02KV
14	UTILITY	0.01KV
15	UTILITY	0.005KV
16	UTILITY	0.002KV
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14	UTILITY	0.01KV
15	UTILITY	0.005KV
16	UTILITY	0.002KV
17	UTILITY	0.001KV
18	UTILITY	0.0005KV
19	UTILITY	0.0002KV
20	UTILITY	0.0001KV

Exhibit "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

THAT THE UNDERSIGNED, Robert Nicholas, and spouse, Sally Nicholas, of the County of Travis, State of Texas, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, and for which no lien, expressed or implied is retained, have this day, GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY, unto the Pflugerville Community Development Corporation, a Texas non-profit development corporation situated in Travis County, Texas herein referred to as "Grantee", whether one or more, the following described real property:

Being a 52.686 acre tract of land located in the E. Kirkland Survey No. 7, Abstract No. 458, Travis County, Texas, and as recorded in Travis County Deed Records in Volume 11418, Page 1139 said 0.0574 acre tract of land being more particularly described as follows in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, related to the hereinabove described property as now reflected by the records of the County Clerk of Travis County, Texas.

TO HAVE AND TO HOLD the above described property, together with all and singular rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said real property unto the said Grantee, Grantee's heirs, executors, successors, and/or assigns, against every person whomsoever claiming on or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 2024.

GRANTOR: Robert Nicholas

By: EXHIBIT ONLY- NOT FOR EXECUTION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared ROBERT NICHOLAS known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he was authorized to execute such instrument; and acknowledged to me that he executed the same for the purposes and consideration herein expressed.

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____.

NOTARY PUBLIC, STATE OF TEXAS

GRANTOR: Sally Nicholas

By: EXHIBIT ONLY- NOT FOR EXECUTION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared SALLY NICHOLAS known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she was authorized to execute such instrument; and acknowledged to me that she executed the same for the purposes and consideration herein expressed.

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____.

NOTARY PUBLIC, STATE OF TEXAS

AGREED TO BY GRANTEE: Pflugerville Community Development Corporation

By: EXHIBIT ONLY- NOT FOR EXECUTION

Jeff Thompson, President

AFTER RECORDING RETURN TO:

Pflugerville Community Development Corporation
Attn: Terri Toledo
100 East Main Street
Pflugerville, Texas 78660